

U.S. PATENT AND TRADEMARK OFFICE

BOX ASSIGNMENTS
Case Docket No.

LUNA-009

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Brooks A. Childers, Clark Davis Boyd, Norman
Wayne Ritchie, Stephen E. Hester and Paul Samuel
Zerwekh

Additional name(s) of conveying party(ies) attached?
Yes No

3. Nature of conveyance

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/17/04, 12/17/04, 12/17/04,
12/17/04, and 12/21/04, respectively

2. Name and address of receiving party(ies):

Name: Luna Energy, LLC

Street Address: 309 North Knollwood Dr.
City: Blacksburg, VA 24060

Country: U.S.A.

Additional name(s) of conveying party(ies)
attached?
Yes No

4. Title Optical Inclination Sensor

5. Application number (s) or patent numbers (s) 11/020,956

If this document is being filed together with a new application,
the execution date of the application is

A. Patent Application No. (s)
B. Patent No.
Additional numbers attached?
Yes No

6. Name and address of party to whom correspondence concerning documents should be mailed:
Jennifer R Mahalingappa, Esq. 1010 Wisconsin Avenue, NW, Suite 560,
Washington, DC 20007

7. Total of applications and patents involved 1

8. Total Fee (37 CFR 3.41) \$40.00
 Enclosed (By credit card in total of Assignment Recordation Fee
 Authorized to be charged to Deposit Account

9. Deposit Account No. _____ (Attached duplicated copy of this page if paying by deposit
account)

10. If any additional fees due in connection with the recordation of this Assignment, please charge the same to
Deposit No. 50-1980

11. Statement and Signature
The best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a
true copy of the original document.

Jennifer R. Mahalingappa
Name of Person Signing
47,765

Jennifer R. Mahalingappa
Signature

1/28/2005

Date

Registration No.

Total number of pages including cover sheet, attachment, and documents 5

OP \$40.00 11020956

JOINT

ASSIGNMENT

WHEREAS, WE, **Brooks A. Childers, Clark Davis Boyd, Norman Wayne Ritchie, Paul Samuel Zerwekh and Stephen E. Hester**, ASSIGNORS, citizens of the United States, residing at **1425 Red Hawk Run, Christiansburg, VA 24073, U.S.A., 7458 Brandon Road, Radford, VA 24141, U.S.A., 2010 Hardwick Street, Blacksburg, VA 24060, U.S.A., 2165 Mt. Pleasant Road, Shawsville, VA 24162, U.S.A. and 608 Watson Lane, Blacksburg, VA 24060, U.S.A.**, are the inventors of the invention in **OPTICAL INCLINATION SENSOR** for which we have executed an application for a Patent of the United States

- which is executed on even date herewith or _____
 which is identified by Attorney docket no. **LUNA-009 (TRM)**
 which was filed on , Application No. **11/030,956 filed on 12-23-04 (TRM)**

and WHEREAS, **LUNA ENERGY, LLC (TRM)** ("ASSIGNEE") is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

AND WE HEREBY grant the power to **H.T. Than (Reg. No. 38,632), Granetta M. Coleman (Reg. No. 39,638), Jennifer R. Mahalingappa (Reg. No. 47,765), and/or David K. Ho, Ph.D. (Reg. No. 53,025)** to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

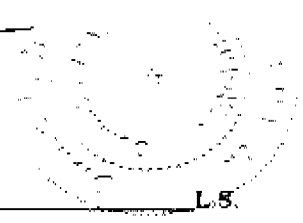
IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 12/17/04, 2004 Bruce A Childers L.S.

State of Virginia)
) SS.:
County of Montgomery)

On December 17, 2004, before me, Diane L. Hughes, Notary Public, personally appeared Brooks A. Childers, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Diane L Hughes
My Commission Expires: January 31, 2005



Date 12/17/2004, 2004 Clark Davis Boyd L.S.

State of Virginia)
) SS.:
County of Montgomery)

On December 17, 2004, before me, Diane L. Hughes, Notary Public, personally appeared Clark Davis Boyd, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Diane L Hughes
My Commission Expires: January 31, 2005



Date 17 Dec '04, 2004 Norman Wayne Ritchie L.S.

State of Virginia)
) SS.:
County of Montgomery)

On December 17, 2004, before me, Diane L. Hughes, Notary Public, personally appeared Norman Wayne Ritchie, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Diane L Hughes
My Commission Expires: January 31, 2005

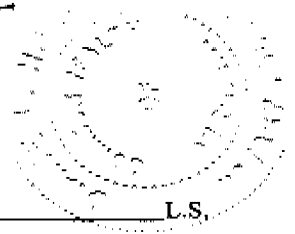


Date 12/21/04, 2004 Paul Samuel Zerwekh L.S.

State of Virginia)
) SS.:
County of Montgomery)

On December 21, 2004, before me, Diane L. Hughes, Notary Public, personally appeared Paul Samuel Zerwekh, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Diane L. Hughes
My Commission Expires: January 31, 2005



Date 12/17/2004, 2004 Stephen E. Hester L.S.

State of Virginia)
) SS.:
County of Montgomery)

On December 17, 2004, before me, Diane L. Hughes, Notary Public, personally appeared Stephen E. Hester, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal Diane L. Hughes
My Commission Expires: January 31, 2005

